

LIGHTING RENTAL AGREEMENT

IT IS AGREED BY AND BETWEEN PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY, WASHINGTON, hereinafter referred to as Party of the First part, and _____, hereinafter referred to as Party of the Second Part,

WITNESSETH:

First Party agrees to install ____ street or ____ area ____ watt light fixture(s) at \$_____ each and ____ pole(s) at \$_____, for a total of \$_____, at a point(s) agreed upon between First and Second Parties.

Second Party agrees to pay a one-time upfront charge of \$100 and monthly rental of \$_____ per month to First Party for such installation(s), which monthly rental includes the energy used by said fixture(s), lamp renewal and attendance, and fixed charges. Such monthly rental shall be paid by Second Party in accordance with regular billing practices of First Party. In the event that First Party shall, during the period of this agreement, effectuate a general rate increase or adjustment to all similar lighting customers, this agreement shall be subject to a modification on the monthly rental amounts.

This Rental Agreement shall be in full force and effect for a period of five (5) years from the date of the execution thereof. This Rental Agreement shall also be in effect thereafter, provided that after the first five (5) year period, the Second Party may cancel this agreement by giving Party of the First part no less than ten (10) days written notice before such cancellation is to take effect. It is further provided that Second Party may cancel this agreement at any time by repaying to First Party its actual investment for Installing and removing such fixtures(s), plus energy used, less net value of materials salvaged.

If, prior to expiration of this agreement, Second Party shall require the relocation of said fixture(s), said Second Party agrees to reimburse the First Party for the actual labor and material costs involved in such relocation.

It is further agreed that should Second Party desire, before the expiration of this agreement, to have the above lighting fixture(s) replaced by one requiring a higher monthly rental charge, the First Party will make such change at no cost to Second Party, provided Second Party signs a new five (5) year rental agreement for the new fixture(s).

All other matters in connection with this rental agreement, not herein provided for in detail, shall be handled in accordance with the District's Rules and Regulations and/or Rate Schedules as are now in force or may later be revised, amended, supplemented or otherwise changed from time to time.

EXECUTED this ____ day of _____, 20____.

PUBLIC UTILITY DISTRICT NO. 2
of Pacific County, Washington

First Party

Owner

Second Party

Service Address: _____
